

HORSEBOX HIRE AGREEMENT

THIS AGREEMENT is made on

2010

BETWEEN:

- (1) **HOLT HORSE TRANSPORT** of 77 High Street, Westerham Kent TN16 1RE (the "**Company**"); and
- (2) _____ of _____ (the "**Client**").

each a "**Party**" and together the "**Parties**".

THE PARTIES AGREE as follows:

This Agreement sets out the terms and conditions under which the Horsebox is hired by the Company to the Client. For the avoidance of doubt only the above named Client is included in this Agreement under the definition of 'Client', no other person or persons has either permission to drive the Horsebox or permission to take custody or control of the Horsebox at any time under this Agreement. The Client is responsible for ensuring that no other persons drive or have custody or control of the Horsebox at any time and the Client is liable for any breach of this term and any consequential damages and/or losses arising from such breach.

1. INTERPRETATION

1.1 In this Agreement, unless expressly specified to the contrary, the following terms shall have the following meanings;

"Deposit" means £500.00 provided by the Client to the Company either in the form of cleared cheque or valid credit or debit card of the Client. The Deposit is fully refundable to the Client on return of the Horsebox to the Company in compliance with all of the terms of this Agreement. In the event of an incident covered by clause 7.4 below the entire Deposit will be forfeited by the Client in lieu of these costs, and any additional amount required to cover these costs will be paid by the Client to the Company.

"Hire Period" means the period for which the Company has agreed the Client may hire the Horsebox as set out in clause 2 below.

"Hire Fee" means the amount payable by the Client to the Company for the Hire Period as set out in clause 2 below. The Hire Fee shall include only the hire of the vehicle and Insurance for the Client.

"Horsebox" means the silver Vauxhall Movano 3.5t horsebox registration number WK05 YTT.

"Horsebox Operating Instructions" means the verbal and written instructions provided by the Company for using and operating the Horsebox

"Insurance" means the vehicle insurance provided by the Company for the Client as detailed in clause 5 below.

1.2 In this Agreement, a reference to:

1.2.1 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.2.2 the singular includes the plural and vice versa; and

1.2.3 a clause or schedule, unless the context otherwise requires, is reference to a clause or schedules to this Agreement.

1.3 The headings in this Agreement do not affect its interpretation.

2. HIRE PERIOD AND HIRE FEE

2.1 In return for the below stated Hire Fee, the Client will receive the following Hire Period of the Horsebox (clauses deleted as applicable). The Client will hire the Horsebox at the commencement of the Hire Period stated below and conclude at the completion of the Hire Period stated below.

- 2.1.1 A £60 Hire Fee will be due for the Client hiring the Horsebox for a period no greater than 5 hours and driving a total of no more than 150 miles. Hire Period commencement date and time _____ until Hire Period completion date and time _____
- 2.1.2 A £75 Hire Fee will be due for the Client hiring the Horsebox for a period no greater than 12 hours and driving a total of no more than 150 miles. Hire Period commencement date and time _____ until Hire Period completion date and time _____
- 2.1.3 A £95 Hire Fee will be due for the Client hiring the Horsebox for a period no greater than 12 hours and driving a total of no more than 400 miles. Hire Period commencement date and time _____ until Hire Period completion date and time _____
- 2.2 Any extension to the Hire Period requested by the Client must be agreed by the Company prior to the Hire Period completion. The Company cannot guarantee that an extension on the Hire Period will be possible.
- 2.3 Full, cleared payment of the applicable Hire Fee is required by the Company from the Client prior to the commencement of the Hire Period.
- 2.4 Full Deposit is required by the Company from the Client prior to the commencement of the Hire Period.
- 2.5 There is no discount or refund on the Hire Fee provided by the Company if the vehicle is returned earlier than the Hire Period completion date and time.
- 2.6 In the event of the Client cancelling a booking for a Hire Period, refund of the Hire Fee will only be provided if cancellation is received in writing no less than 7 days in advance of the Hire Period commencement.

3. **HIRE CONDITIONS**

- 3.1 Prior to commencement of the Hire Period the Client will supply the Company with a valid UK Drivers Licence (both photocard and counterpart elements of the licence), demonstrating the Client's entitlement to drive a 3.5tonne vehicle, copies of which will be taken and the originals of which will be retained by the Company until the Horsebox is returned to the Company.
- 3.2 Prior to commencement of the Hire Period the Client will supply the Company with a valid utility bill dated within the last 3 months demonstrating the Client's current name and permanent address, copies of which will be taken and the originals of which will be retained by the Company until the Horsebox is returned to the Company.
- 3.3 The Client will collect the Horsebox from and return the Horsebox to Holt Farm, Church Lane, Chelsham Surrey CR6 9PG unless advised otherwise by the Company. The Company will not under any circumstances deliver the Horsebox to or collect the Horsebox from the Client.
- 3.4 The Client will inform the Company of the expected return time of the Horsebox at the commencement of the Hire period, inform the Company if there are any changes to the expected return time at soon as this becomes apparent to the Client, and telephone the Company when the Client is approximately 30 minutes from the return address at clause 3.3.
- 3.5 The Client will be supplied with a full tank of diesel fuel on commencement of the Hire Period. The Client must return the Horsebox on completion of the Hire Period with a full tank of diesel fuel.
- 3.6 The Company will provide the Client with a check list of existing damage and current mileage of the Horsebox at the commencement of the Hire Period as documented at Annex A to this Agreement. The Company will carry out a check of the Horsebox and mileage at the completion of the Hire Period as documented at Annex A to this Agreement.
- 3.7 Within the Hire Fee the Horsebox is provided with 24 hour roadside recovery of both the Horsebox and the horses travelling in the Horsebox with a competent nationwide roadside rescue organisation. In the event of a breakdown the Client agrees to follow the instructions provided in the Horsebox for notifying the rescue organisation and also any subsequent instructions provided to the Client by the rescue organisation.
- 3.8 The Company reserves the right to refuse to hire or continue to hire the Horsebox to any individual(s) or company.
- 3.9 The Company reserves the right to gain access to and inspect the Horsebox at any time during the Hire Period.

3.10 The Client must:

- 3.10.1 be aged between 25 and 70 years old
- 3.10.2 have held a full driving licence valid in the UK for at least 24 months
- 3.10.3 have no convictions for any offence in connection with the driving of a motor vehicle or motorcycle and/or not have had their driving licence endorsed or suspended or penalty points imposed (parking and not more than two speeding offences in the past 3 years may be ignored, and 'spent' convictions covered by the Rehabilitation of Offenders Act 1974 may be disregarded)
- 3.10.4 not have any mental or physical defect or infirmity or suffer from fits, diabetes or any heart complaint
- 3.10.5 not have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer
- 3.10.6 not be engaged wholly or partly in professional entertainment or professional sports
- 3.10.7 not be a jockey or person connected with racing of any sort
- 3.10.8 not have been involved, whilst driving, in more than one accident during the past 3 years
- 3.10.9 be Foreign Service Personnel other than persons born in the UK

4. **CLIENT WARRANTIES**

4.1 The Client makes the following warranties under this Agreement:

- 4.1.1 There will be no smoking in any area or part of the Horsebox;
- 4.1.2 The only animals in any area of part of the Horsebox will be horses in the horse area;
- 4.1.3 Any horses travelling in the Horsebox will be free from any contagious disease;
- 4.1.4 The Horsebox will not carry any horses other than horses kept as pets;
- 4.1.5 All fluid levels and tyre pressures of the Horsebox will be checked regularly and adjusted as necessary;
- 4.1.6 All areas of the Horsebox will be kept clean and free from debris
- 4.1.7 Load and weight restrictions of the Horsebox are complied with at all times;
- 4.1.8 The Horsebox will not be defaced or its appearance altered in any way;
- 4.1.9 There will be no more than a total of 3 persons travelling in the Horsebox at any time;
- 4.1.10 The Horsebox will be parked in a safe location and kept locked, alarmed and immobilised at all times when unattended and the keys kept secure;
- 4.1.11 No alcohol, illegal substances or items of an explosive, dangerous or hazardous nature will be either carried in, kept in or consumed in the Horsebox;
- 4.1.12 The Horsebox Operating Instructions will be followed and adhered to at all times;
- 4.1.13 The Horsebox will be returned to the Company with all horse droppings, horse urine, hay, haylage, straw, wood chippings, food, drink and rubbish removed from it. These items can be placed by the Client in the dustbins and muck heap at the return address if required.
- 4.1.14 The Horsebox will be returned to the Company with all horses and personal items of the Client removed from it.

- 4.1.15 The Horsebox will be returned to the Company in the same mechanical, bodywork and interior fixture and fittings condition as that received by the Client on commencement of the Hire Period as set out in Annex A to this Agreement, save for ordinary wear and tear.
- 4.1.16 The Horsebox will be returned to the Company free from scratches or damage to the paintwork of the Horsebox.
- 4.1.17 The Horsebox will not be removed from the UK;
- 4.1.18 The Client is between the ages of 25 and 70 years old, and holds a valid, full Category C1 UK driving licence and is legally able to drive in the UK;
- 4.1.19 The Client will supply accurate information to the Company;
- 4.1.20 The Horsebox will not be used for hire or reward;
- 4.1.21 The Horsebox will not be used in violation of any law or regulation of England and Wales;
- 4.1.22 The Horsebox will at no time become the property of the Client;
- 4.1.23 Any claim brought by the Client against the Company pursuant to this Hire Agreement will only be brought against the Company and shall not be brought against any of the Company's employees, officers, partners or owners.
- 4.1.24 In the event that the Horsebox is stolen the Client will immediately report the Horsebox stolen to the police and obtain a crime reference number.
- 4.1.25 In the event that the Horsebox is stolen or damaged in any way the Client will immediately inform the Company.
- 4.1.26 In the event of an accident/incident the Client will;
- (a) immediately inform the Company
 - (b) immediately inform the insurers
 - (c) obtain the name, address, telephone number, vehicle make, model, colour and registration number of any other parties involved in the accident/incident
 - (d) not admit liability to any person in relation to the accident/incident
 - (e) forward all information and documents relating to the accident/incident to the Company without delay
 - (f) assist the Company and insurers fully with all proceedings stemming from and in connection with the accident/incident.
- 4.1.27 The Company is authorised by the Client to charge all penalties, administration charges and additional costs as set out in clauses 6 and 7 below against the Client's Deposit and/or credit card.

5. **INSURANCE**

- 5.1 The Company will provide within the Hire Fee Comprehensive Vehicle Insurance for the Horsebox.
- 5.2 The Insurance provided by the Company as set out at clause 5.1 above DOES NOT include insurance for or cover against:
- 5.2.1 Accidental damage to the Horsebox
 - 5.2.2 Death, illness or injury to horses travelling in the Horsebox
 - 5.2.3 Loss of or damage to any items of property placed in the Horsebox
- 5.3 If the Client requires insurance cover for any of the items listed at clause 5.2 above the Client is required to arrange and pay for this insurance cover themselves.

- 5.4 The Client is required to have a minimum of third party liability insurance cover for themselves and any horses travelling in the Horsebox at all times.
- 5.5 By signing this Hire Agreement the Client agrees to be bound by the terms and conditions of the insurance which they have had the opportunity to see and read.

6. PENALTY FEES

- 6.1 In the event that the Client does not return the Horsebox in compliance with clause 3.3 above the Client will be liable for both the costs of refuelling the Horsebox and for an additional £50 service fee.
- 6.2 In the event that the Client does not return the Horsebox in compliance with clauses 4.1.10 and 4.1.11 above the Client will be liable for a £70 cleaning fee.
- 6.3 In the event that the Client does not return the Horsebox in compliance with clause 3.1 above the Client will be liable for a £70 collection fee and in addition a fee of £0.50 per mile for every mile that the Company is required to travel in order to collect and return the Horsebox.
- 6.4 In the event that the Client does not return the Horsebox in compliance with the Hire Period in clause 2.1 above the Client will be liable for a £20 fee for every hour or part thereof that return of the Horsebox is delayed, unless an extension to the Hire Period has been agreed by the Company in accordance with clause 2.2 above.
- 6.5 In the event that the Client does not return the Horsebox in compliance with the Hire Mileage in clause 2.1 above the Client will be liable for a £20 fee for every 50 miles or part thereof that the Horsebox is driven above the mileage limit, unless an extension to the Hire Mileage has been agreed by the Company in accordance with clause 2.2 above.
- 6.6 In the event that the Client does not return the Horsebox in compliance with clause 4.1.16 the Client will be liable for a minimum of £100 fee. This may be increased without limit in the event that scratches or damage are sufficient to require paint work to be carried out or redone (in the sole discretion of the Company), and the Client will be liable for the full amount of these costs plus loss of revenue of the Company at a daily rate of £70 for each day that the vehicle is unavailable for use by the Company.
- 6.7 In the event that the Client breaches any other term or clause of this Agreement the Client will be liable for any consequential costs of such breach, such costs to have no upper limit, including but not limited to, the costs of returning the Horsebox to its condition at commencement of the Hire Period, loss of revenue of the Company at a daily rate of £70 for each day that the vehicle is unavailable for use by the Company

7. LIABILITY

- 7.1 The Client agrees that under no circumstances is the Company responsible for, or shall bear any liability for:
- 7.1.1 the death, illness, injury or disease howsoever caused of the Client or any passengers of the Client;
 - 7.1.2 the death, illness, injury or disease howsoever caused of any horses travelling in the Horsebox; or
 - 7.1.3 the loss of, damage to, or theft of any property or other items howsoever caused belonging to, or under the supervision of, the Client or the passengers of the Client.
- 7.2 The Client agrees that under no circumstances is the Company responsible for, or shall bear any liability for any delay or cancellation in the Horsebox being available for collection by the Client arising from matters outside the Company's reasonable control.
- 7.3 The Client is responsible for the cost of repair of any accidental or intentional damage caused to the Horsebox by the Client, the Client's passengers and/or horses travelling with the Client. The amount the Client is required to pay will be the total of the costs of repair as assessed by an authorised Horsebox Specialist Repairer plus the loss of revenue of the Company at a daily rate of £70 for each day that the vehicle is unavailable for hire by the Company.
- 7.4 In the event of a theft, fire or damage to the vehicle covered by Insurance, the Client will be liable for all of any excess required by the Insurance policy plus the loss of revenue of the Company at a daily rate of £70 for each day that the

vehicle is unavailable for use by the Company plus any increase in the Insurance renewal premium incurred by the Company.

7.5 In the event of a theft, fire or damage to the vehicle not covered by Insurance, the Client will be liable for the full market value of replacing or repairing the vehicle plus the loss of revenue of the Company at a daily rate of £70 for each day that the vehicle is unavailable for use by the Company.

7.6 The Client is liable for all costs and expenses incurred as a result of any road traffic offences.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 Neither Party shall assign, or purport to assign, or make a declaration of trust in respect of, or enter into any arrangement whereby it agrees to hold in trust for any other person, all or any part of the benefit of, or its rights or benefits under, this Agreement. Each Party is entering into this Agreement for its benefit and not for the benefit of another person.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement and all matters arising from or connected with it are governed by English law.

10.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity.

11. VARIATION

A variation of this Agreement is valid only if it is in writing and signed by each Party.

EXECUTED by the Parties

Signed by

MARY TAYLOR JOHNS

For and on behalf of

HOLT HORSE TRANSPORT

Signed by

ANNEX A

Mileage of the Horsebox at commencement of the Hire Period _____ kilometres

Condition of the Horsebox at Commencement of the Hire Period

Internal Condition – NO DAMAGE

External Condition – NO DAMAGE

Signed by

MARY TAYLOR JOHNS

For and on behalf of

HOLT HORSE TRANSPORT

Signed by

Mileage of the Horsebox at completion of the Hire Period _____ kilometres

Condition of the Horsebox at Completion of the Hire Period

Internal Condition –

External Condition –

Signed by

MARY TAYLOR JOHNS

For and on behalf of

HOLT HORSE TRANSPORT
